

(2) That there is still due and owing unto your Petitioner by the note secured by the said real estate mortgage the principal sum of Eleven Thousand Five Hundred Sixty-three Dollars and Seventy-three Cents (\$11,563.73) with interest thereon in the amount of Two Hundred Forty-four Dollars and Ninety-five Cents (\$244.95), making a total indebtedness due as of the date of sale of Eleven Thousand Eight Hundred Eight Dollars and Sixty-eight Cents (\$11,808.68), all of which will more fully appear by reference to the statement of mortgage claims heretofore filed.

(3) That there is contained in said real estate mortgage a provision that if default be made by the said Charles E. Myers, Jr. and Mary L. Myers, his wife, in the payment of the said promissory note or any installment thereof, then the same shall mature and become payable and it shall then be lawful for First Federal Savings & Loan Association of Hagerstown, or its Assignee, to sell the said real estate to satisfy and pay said debt, interest and all costs incident to said sale, and default having been made in the payment of the principal and interest of said debt, your Petitioner, as Assignee, became duly authorized to execute the power of sale contained in said mortgage by reason of said default.

(4) That having first advertised the said real property at least once a week for three successful weeks prior to the day of sale in the News-Post, a newspaper published in Frederick County, Maryland, setting forth the time, place, manner and terms of sale as will appear by the certificate of publication filed herewith as Exhibit 2, which is prayed may be taken and considered a part hereof, and after filing a duly approved bond, your Petitioner proceeded to sell said real estate at the Court House door, Frederick, Frederick County, Maryland, on Tuesday, April 14, 1964, at 11:00 o'clock, A.M. and your Petitioner attending said sale then and there sold the said real estate unto Thomas G.